

**UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER**

INSTRUCTIONS:

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
08-CA-183352	9/1/16

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer TSGS Inc. dba McDonald's		b. Tel. No. (419)625-6355
		c. Cell No. (b) (6), (b) (7)(C)
d. Address (street, city, state ZIP code) 4204 Milan Rd, Sandusky, OH 44870-5834	e. Employer Representative (b) (6), (b) (7)(C)	f. Fax No.
		g. e-Mail (b) (6), (b) (7)(C)
		h. Dispute Location (City and State) Sandusky, OH
i. Type of Establishment (factory, nursing home, hotel) Fast Food Restaurant	j. Principal Product or Service Food Service	k. Number of workers at dispute location 25

i. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

In the last six-months, the Employer, by its officers, agents and representatives, has interfered with, restrained and coerced and is interfering with, restraining, and coercing its employees in the exercise of their rights guaranteed in Section 7 of the said Act.

Specifically, on or about (b) (6), (b) (7)(C) 2016, the Employer discriminated against employee (b) (6), (b) (7)(C) by discharging (b) (6), (b) (7)(C) in retaliation for (b) (6), (b) (7)(C) protected concerted activities and/or in order to discourage protected concerted activities of its other employees.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

(b) (6), (b) (7)(C)		4b. Tel. No. (b) (6), (b) (7)(C)
4a. Address (street and number, city, state, and ZIP code) (b) (6), (b) (7)(C)		4c. Cell No.
		4d. Fax No.
		4e. e-Mail (b) (6), (b) (7)(C)

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of

m (b) (6), (b) (7)(C)

Tel. No.

(b) (6), (b) (7)(C)

Office, if any, Cell No.

Fax No.

(b) (6), (b) (7)(C)

Date: 8/31/16

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

(b) (6), (b) (7)(C)

Inquiry Id: (b) (6), (b) (7)(C)

Name: TSGS Inc. dba McDonald's

Dispute City: Sandusky

Dispute State: OH

Date: August 31, 2016

Address Line 1: (b) (6), (b) (7)(C) Line 2: (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) State: (b) (6), (b) (7)(C)

Zip: (b) (6), (b) (7)(C) Country: UNITED STATES Telephone #: (b) (6), (b) (7)(C) Ext #: (b) (6), (b) (7)(C)

Mobile Phone #: Main Fax #: Email: (b) (6), (b) (7)(C)



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 8
1240 E 9TH ST
STE 1695
CLEVELAND, OH 44199-2086

Agency Website: www.nlrb.gov
Telephone: (216)522-3715
Fax: (216)522-2418

Agent's Direct Dial: (216)303-7364

August 31, 2016

(b) (6), (b) (7)(C)

Re: TSGS Inc. dba McDonald's
Inquiry (b) (6), (b) (7)

Dear (b) (6), (b) (7)(C)

Pursuant to our conversation, enclosed is a Charge Against Employer form. If you wish to file this charge with us, please do the following:

- ✓ Make any necessary corrections on the form
- ✓ Fill in any incomplete spaces
- ✓ Sign and date the form where indicated at the bottom
- ✓ Return the form to the above address or fax number

You may also wish to keep a copy of the charge for yourself. Once we receive a signed charge from you, we will give it a case number and assign a Board agent to investigate the case. We will then send you a letter telling you the case number and the name of the investigator.

Please remember that to be timely, your charge must be filed **and served on the charged party** within six months of the alleged unlawful actions. We normally send a copy of the charge to the charged party, but if you are running close to the 6-month deadline, be advised that it is your responsibility to see that the Employer receives a copy of the charge within the 6-month period. Feel free to contact me if you have any questions or need further assistance. If I am not in, please ask to speak to the Information Officer.

Very truly yours,

NOAH FOWLE
Field Attorney

Enclosure



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 8
1240 E 9TH ST
STE 1695
CLEVELAND, OH 44199-2086

Agency Website: www.nlr.gov
Telephone: (216)522-3715
Fax: (216)522-2418



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September 2, 2016

(b) (6), (b) (7)(C)

TSGS Inc. dba McDonald's
4204 Milan Rd
Sandusky, OH 44870-5834

Re: TSGS Inc. dba McDonald's
Case 08-CA-183352

Dear **(b) (6), (b) (7)(C)**:

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Attorney NOAH FOWLE whose telephone number is (216)303-7364. If this Board agent is not available, you may contact Supervisory Attorney GREGORY GLEINE whose telephone number is (216)303-7365.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing Form NLRB-4701, Notice of Appearance. This form is available on our website, www.nlr.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

September 2, 2016

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

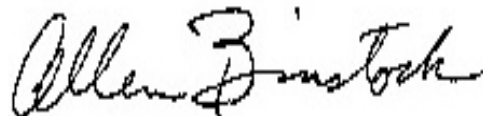
We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at any hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

Procedures: We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website, www.nlr.gov. However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlr.gov or from an NLRB office upon your request. NLRB Form 4541 offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink that reads "Allen Binstock". The signature is written in a cursive, flowing style.

ALLEN BINSTOCK
Regional Director

AB/rh

Enclosures:

1. Copy of Charge
2. Commerce Questionnaire

QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME

TSGS Inc. dba McDonald's

CASE NUMBER

08-CA-183352

1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)**2. TYPE OF ENTITY**☐ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify)**3. IF A CORPORATION or LLC**A. STATE OF INCORPORATION
OR FORMATION

B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES

4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS**5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR****6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed).****7. A. PRINCIPAL LOCATION:****B. BRANCH LOCATIONS:****8. NUMBER OF PEOPLE PRESENTLY EMPLOYED**

A. Total:

B. At the address involved in this matter:

9. DURING THE MOST RECENT (Check appropriate box): ☐ CALENDAR YR ☐ 12 MONTHS or ☐ FISCAL YR (FY dates)A. Did you **provide services** valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value.
\$

YES NO

B. If you answered no to 9A, did you **provide services** valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided.
\$C. If you answered no to 9A and 9B, did you **provide services** valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$D. Did you **sell goods** valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$E. If you answered no to 9D, did you **sell goods** valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount.
\$F. Did you **purchase and receive goods** valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$G. Did you **purchase and receive goods** valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$H. **Gross Revenues** from all sales or performance of services (Check the largest amount)
☐ \$100,000 ☐ \$250,000 ☐ \$500,000 ☐ \$1,000,000 or more If less than \$100,000, indicate amount.I. Did you **begin operations within the last 12 months?** If yes, specify date: _____**10 ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?**☐ YES ☐ NO (If yes, name and address of association or group).**11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS**

NAME

TITLE

E-MAIL ADDRESS

TEL. NUMBER

12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE (Type or Print)

SIGNATURE

E-MAIL ADDRESS

DATE

PRIVACY ACT STATEMENT

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UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

TSGS INC. DBA MCDONALD'S

Charged Party

and

(b) (6), (b) (7)(C) AN INDIVIDUAL

Charging Party

Case 08-CA-183352

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on September 2, 2016, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

(b) (6), (b) (7)(C)
TSGS Inc. dba McDonald's
4204 Milan Rd
Sandusky, OH 44870-5834

September 2, 2016

Date

Regina Hibbitt, Designated Agent of
NLRB

Name



Signature



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 8
1240 E 9TH ST
STE 1695
CLEVELAND, OH 44199-2086

Agency Website: www.nlr.gov
Telephone: (216)522-3715
Fax: (216)522-2418



Download
NLRB
Mobile App

September 2, 2016

(b) (6), (b) (7)(C)

Re: TSGS Inc. dba McDonald's
Case 08-CA-183352

Dear (b) (6), (b) (7)(C)

The charge that you filed in this case on September 01, 2016 has been docketed as case number 08-CA-183352. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Attorney NOAH FOWLE whose telephone number is (216)303-7364. If this Board agent is not available, you may contact Supervisory Attorney GREGORY GLEINE whose telephone number is (216)303-7365.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlr.gov, or at the Regional office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

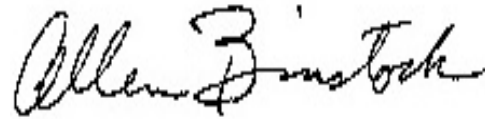
Procedures: We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website www.nlr.gov. However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website www.nlr.gov or from the Regional Office upon

your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink that reads "Allen Binstock". The signature is written in a cursive, slightly stylized font.

ALLEN BINSTOCK
Regional Director

AB/rh

From: [Fowle, Noah](#)
To: ["Moore, Sarah"](#)
Subject: RE: NLRB Charge No. 08-CA-183352 - follow up to 9/23/16 correspondence
Date: Monday, September 26, 2016 3:25:00 PM
Attachments: [~WRD000.jpg](#)

Ms. Moore,

(b) (6), (b) (7)(C) alleges that (b) (6) made complaints to (b) (6), (b) (7)(C) regarding harassment by (b) (6), (b) (7)(C) on behalf of (b) (6), (b) (7)(C) and other employee(s) beginning in February and/or March 2016 until (b) (6) termination on or about (b) (6), (b) (7)(C) 2016. As a point of clarification, the charge alleges that your client terminated (b) (6), (b) (7)(C) on, or about, (b) (6), (b) (7)(C) 2016 – NOT that (b) (6) protected concerted activity took place on that day.

If you have any further questions, or concerns, do not hesitate to contact me. If you need to reach me outside of normal business hours, feel free to reach me on my cell – 202 674 2311.

Noah Fowle
Field Attorney, Region 8
National Labor Relations Board
1240 East 9th Street, Room 1695
Cleveland, OH 44199-2086
Phone: (216) 303-7364
Fax: (216) 522-2418
noah.fowle@nrlb.gov

From: Moore, Sarah [<mailto:smoore@fisherphillips.com>]
Sent: Monday, September 26, 2016 2:59 PM
To: Fowle, Noah <Noah.Fowle@nrlb.gov>
Cc: Sharrer, Angela <asharrer@fisherphillips.com>; Moses, Andrew <amoses@fisherphillips.com>
Subject: NLRB Charge No. 08-CA-183352 - follow up to 9/23/16 correspondence

Noah,

In follow up, our client will provide its position statement by October 7, 2016, the date you identified in your September 23, 2016, correspondence.

For us to fully address the charging party's allegations, kindly provide the specific protected concerted activity that (b) (6), (b) (7)(C) contends (b) (6) engaged in on or about (b) (6), (b) (7)(C) 2016. Your prompt response in this regard is most appreciated given the short timeframe for our response.

Also, as I stated, my client intends to be cooperative, but will not be producing the requested individuals for affidavits prior to September 30, 2016. We are willing to revisit this issue after you have had the opportunity to review our client's position statement.

Thank you.

Sarah



Sarah Moore
Attorney at Law

Fisher & Phillips LLP

9150 South Hills Boulevard | Suite 300 | Cleveland, OH 44147

smoore@fisherphillips.com | O: (440) 740-2132 | C: (216) 308-3163

[vCard](#) | [Bio](#) | [Website](#)

On the Front Lines of Workplace LawSM

This message may contain confidential and privileged information. If it has been sent to you in error, please reply to advise the sender of the error, then immediately delete this message.


(b) (6), (b) (7)(C)

TSGS, Inc.

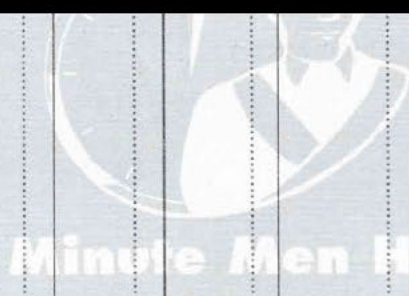
4204 Milan Road
Sandusky, OH 44870 419-366-0848

Company
2500627
Number
(b) (6), (b) (7)(C)
Social Security #
(b) (6), (b) (7)(C)
Hire Date
(b) (6), (b) (7)(C)
Period Begin
(b) (6), (b) (7)(C) 2016
Period End
(b) (6), (b) (7)(C) 2016
Check Number
(b) (6), (b) (7)(C)
Check Date
(b) (6), (b) (7)(C) /2016
Division
Branch
20
Department
Team

Earnings

Description	Location / Job	Rate	Hours/Pieces	Current	Year To Date
Regular					
Overtime					
					

Deductions

Description	Current	Year To Date
Fed (S/O) (b) (6), (b) (7)(C)		
OASD (b) (6), (b) (7)(C)		
Medicare (b) (6), (b) (7)(C)		
OH (SM/O) (b) (6), (b) (7)(C)		
Net Checking (b) (6), (b) (7)(C)		
		

Total Earnings (b) (6), (b) (7)(C) Total Deductions (b) (6), (b) (7)(C)
NET PAY (b) (6), (b) (7)(C) Total Direct Deposits (b) (6), (b) (7)(C) Check Amount (b) (6), (b) (7)(C)

▼ REMOVE DOCUMENT ALONG THIS PERFORATION ▼

TSGS, Inc.
4204 Milan Road
Sandusky, OH 44870



JPMorgan Chase Bank, N.A.
Columbus, OH

25-3
440

Check Date (b) (6), (b) (7)(C) /2016

Check Number Memo

(b) (6), (b) (7)(C)

Pay (b) (6), (b) (7)(C)

To the Order of:

(b) (6), (b) (7)(C)



NON NEGOTIABLE

Authorized Signature

DOCUMENT CONTAINS COLORED BACKGROUND & MICROPRINTING. BACK HAS THERMOCHROMIC INK.

Pay Statement

This is a statement of earnings and deductions. This pay statement is non-negotiable.



Texas Roadhouse
4314 MILAN ROAD

Pay Statement

Period Start Date (b) (5), (b) 2016

(b) (5), (b) 7C16

(b) (6), (b) (7)(C)

(b) (6), (b)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b)
(7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Pay Statement

This is a statement of earnings and deductions. This pay statement is non-negotiable.



Texas Roadhouse
4314 MILAN ROAD
UNIT #750
SANDUSKY, OH 44870
855-698-7446

Pay Statement
Period Start Date (b) (6), (b) (7)(C) 2016
Period End Date (b) (6), (b) (7)(C) 2016
Pay Date (b) (6), (b) (7)(C) 2016
Document (b) (6), (b) (7)(C)
Net Pay (b) (6), (b) (7)(C)

Pay Details

(b) (6), (b) (7)(C)	Employee Number	(b) (6), (b) (7)(C)	Pay Group	SANDUSKY,OH	Federal Income Tax	(b) (6), (b) (7)(C)
	SSN	(b) (6), (b) (7)(C)	Location	SANDUSKY,OH	OH State Income Tax (Residence)	(b) (6), (b) (7)(C)
	Job	(b) (6), (b) (7)(C)	Entity Type	CORPOR -	OH State Income Tax (Work)	(b) (6), (b) (7)(C)
	Pay Rate	(b) (6), (b) (7)(C)	CORPORATE			
	Pay Frequency	(b) (6), (b) (7)(C)	Department	(b) (6), (b) (7)(C)		
			Charge To	SADK -		
			SANDUSKY,OH			
			Market	(b) (6), (b) (7)(C)		

Earnings

Pay Type	Hours	Pay Rate	Current	YTD
OT PREMIUM	(b) (6), (b) (7)(C)			
OT STRAIGHT	(b) (6), (b) (7)(C)			
REGULAR	(b) (6), (b) (7)(C)			

Deductions

Deduction	Pre-Tax	Current	YTD	Employee
No records found				

Taxes

Taxes	Current	YTD
Employee Medicare	(b) (6), (b) (7)(C)	
Social Security Employee Tax	(b) (6), (b) (7)(C)	

Paid Time Off

Net Pay Distribution

Account Number	Account Type	Amount
(b) (6), (b) (7)(C)	Chequing	(b) (6), (b) (7)(C)
Total		(b) (6), (b) (7)(C)

Pay Summary

	Gross	FIT Taxable Wages	Taxes	Deductions	Net Pay
Current	(b) (6), (b) (7)(C)				
YTD	(b) (6), (b) (7)(C)				

Originally printed in English



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 8
1240 E 9TH ST
STE 1695
CLEVELAND, OH 44199-2086

Agency Website: www.nlrb.gov
Telephone: (216)522-3715
Fax: (216)522-2418

Agent's Direct Dial: (216) 303-7364

September 23, 2016

Sarah J. Moore, ESQ.
Fisher & Phillips LLP
9150 S Hills Blvd Ste 300
Broadview Heights, OH 44147-3599

Andrew Moses, ESQ.
Fisher & Phillips LLP
9150 S Hills Blvd Ste 300
Broadview Heights, OH 44147-3599

Re: TSGS Inc. dba McDonald's
Case 08-CA-183352

Dear Ms. Moore, and Mr. Moses:

I am writing this letter to advise you that it is now necessary for me to take evidence from your client regarding the allegations raised in the investigation of the above-referenced matter. Set forth below are the allegations and issues on which your evidence is needed, a request to take affidavits, a request for documentary evidence, and the date for providing your evidence.

Allegations: The allegations for which I am seeking your evidence are as follows.

On or about (b) (6), (b) (7)(C) the Employer terminated (b) (6), (b) (7)(C) in retaliation for (b) (6), protected concerted activities and/or in order to discourage the protected concerted activities of its other employees.

Board Affidavits: I am requesting to take affidavits from (b) (6), (b) (7)(C), and any other individuals you believe have information relevant to the investigation of this matter. Please be advised that the failure to present representatives who would appear to have information relevant to the investigation of this matter, for the purposes of my taking sworn statements from them, constitutes less than complete cooperation in the investigation of the charge. Please contact me by **Friday, September 30, 2016** to schedule these affidavits.

Documents: Please provide the following documents, along with any and all other evidence you deem to be relevant to the case:

1. The Employer's factual account of, and response to, the allegation(s) contained in the charge, including any relevant case law where necessary;
2. The personnel file of (b) (6), (b) (7)(C) including but not limited to all written, verbal or otherwise documented discipline; documentation of any attendance or tardiness infractions; documentation of any altercations, incidents and/or other actions between (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) co-workers; and (b) (6), (b) (7)(C) most-recent performance appraisal. In responding to this inquiry, please redact any Social Security numbers, tax identification numbers and any medically-sensitive information;
3. The personnel file of (b) (6), (b) (7)(C), including but not limited to all written, verbal or otherwise documented discipline; documentation of any attendance or tardiness infractions; documentation of any altercations, incidents and/or other actions between (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) co-workers; and (b) (6), (b) (7)(C) most-recent performance appraisal. In responding to this inquiry, please redact any Social Security numbers, tax identification numbers and any medically-sensitive information;
4. All documents, notes and/or correspondence related to the Employer's termination of (b) (6), (b) (7)(C) on or about (b) (6), (b) (7)(C), 2016, including but not limited to all rules, regulations, protocols and/or procedures the Employer relied upon in making its decision to terminate (b) (6), (b) (7)(C) on or about (b) (6), (b) (7)(C) 2016;
5. The identities and titles of all individuals involved in the decision making process to terminate (b) (6), (b) (7)(C) including the identities and titles of all individuals who effectuated that decision;
6. Provide the identifies and basic details and circumstance of all individuals disciplined and/or terminated for the same or similar reasons as the Employer terminated (b) (6), (b) (7)(C) on or about (b) (6), (b) (7)(C) 2016 since January 1, 2014;
7. Confirm the names and identify the job titles for each of the following individuals affiliated with the Employer, and state whether each individual qualifies as a supervisor and/or agent of the Employer under Sections 2(11) and 2(13) of the Act, respectively: (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)
8. Provide a chart, list and/or description of the Employer's corporate structure, including but not limited to identifying the individual(s) who report directly to the Employer's Franchisor, McDonalds, McDonald's Corporation, and/or McDonald's USA, LLC;
9. Take a position on whether or not the Employer learned about (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) phone call to McDonald's corporate offices. If the Employer did learn about this call, provide the details as to how it learned about it, when it learned

about it, from whom it learned about it; and whether or not such a disclosure by McDonald's and/or an inquiry by the Employer is a routine occurrence;

10. A copy of the Employer's employee handbook; and
11. Confirm the correct legal name of the Employer.

Date for Submitting Evidence: To resolve this matter as expeditiously as possible, you must provide your evidence and position in this matter **Friday, October 7, 2016**. If you are willing to allow me to take affidavits, please contact me by **Friday, September 30, 2016** to schedule a time to take affidavits. Electronic filing of position statements and documentary evidence through the Agency website is preferred but not required. To file electronically, go to **www.nlr.gov**, select **E-File Documents**, enter the **NLRB case number**, and follow the detailed instructions. If I have not received all your evidence by the due date or spoken with you and agreed to another date, it will be necessary for me to make my recommendations based upon the information available to me at that time.

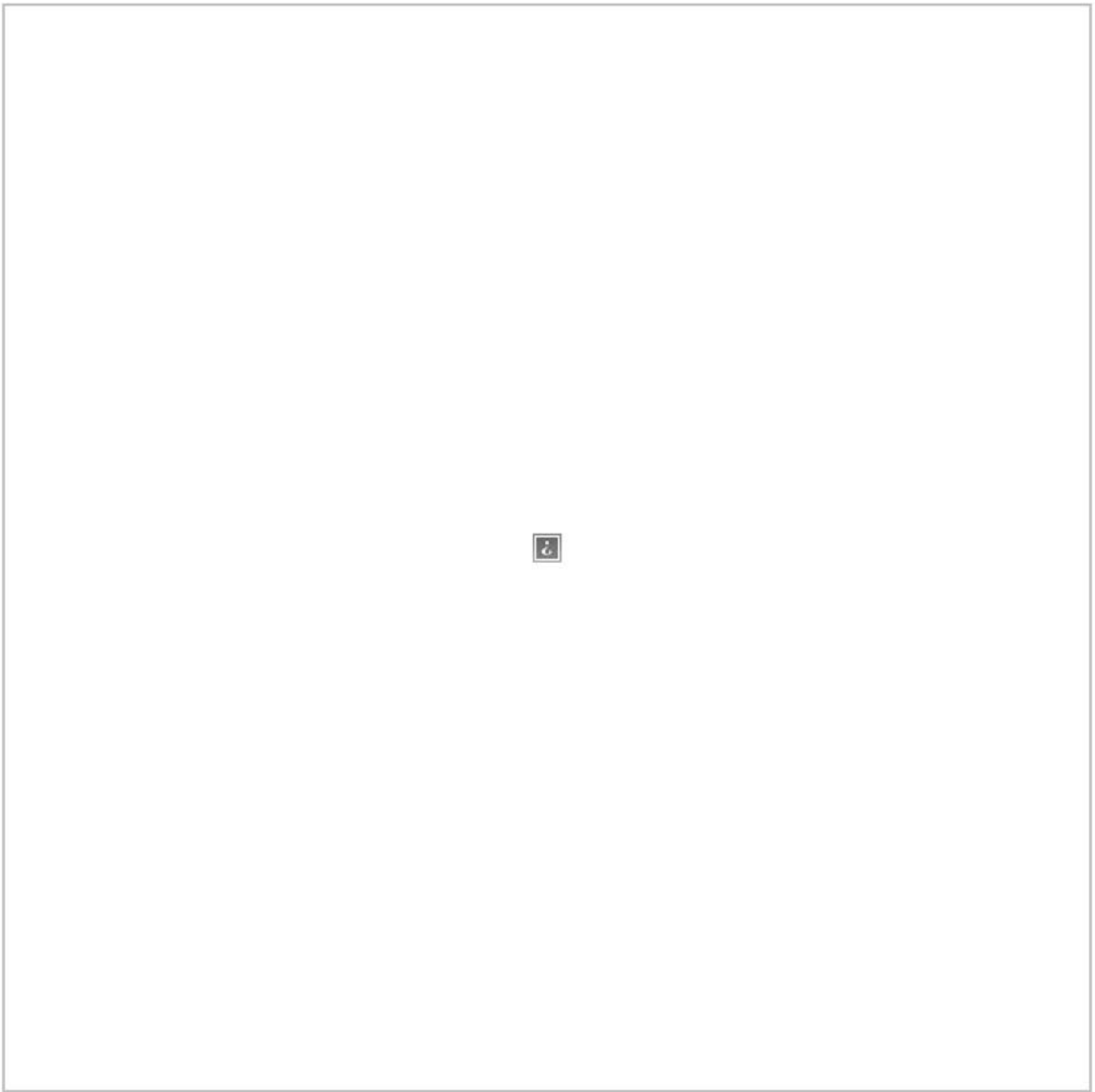
Please contact me at your earliest convenience by telephone, (216)303-7364, or e-mail, noah.fowle@nlrb.gov, so that we can discuss how you would like to provide evidence and I can answer any questions you have with regard to the issues in this matter.

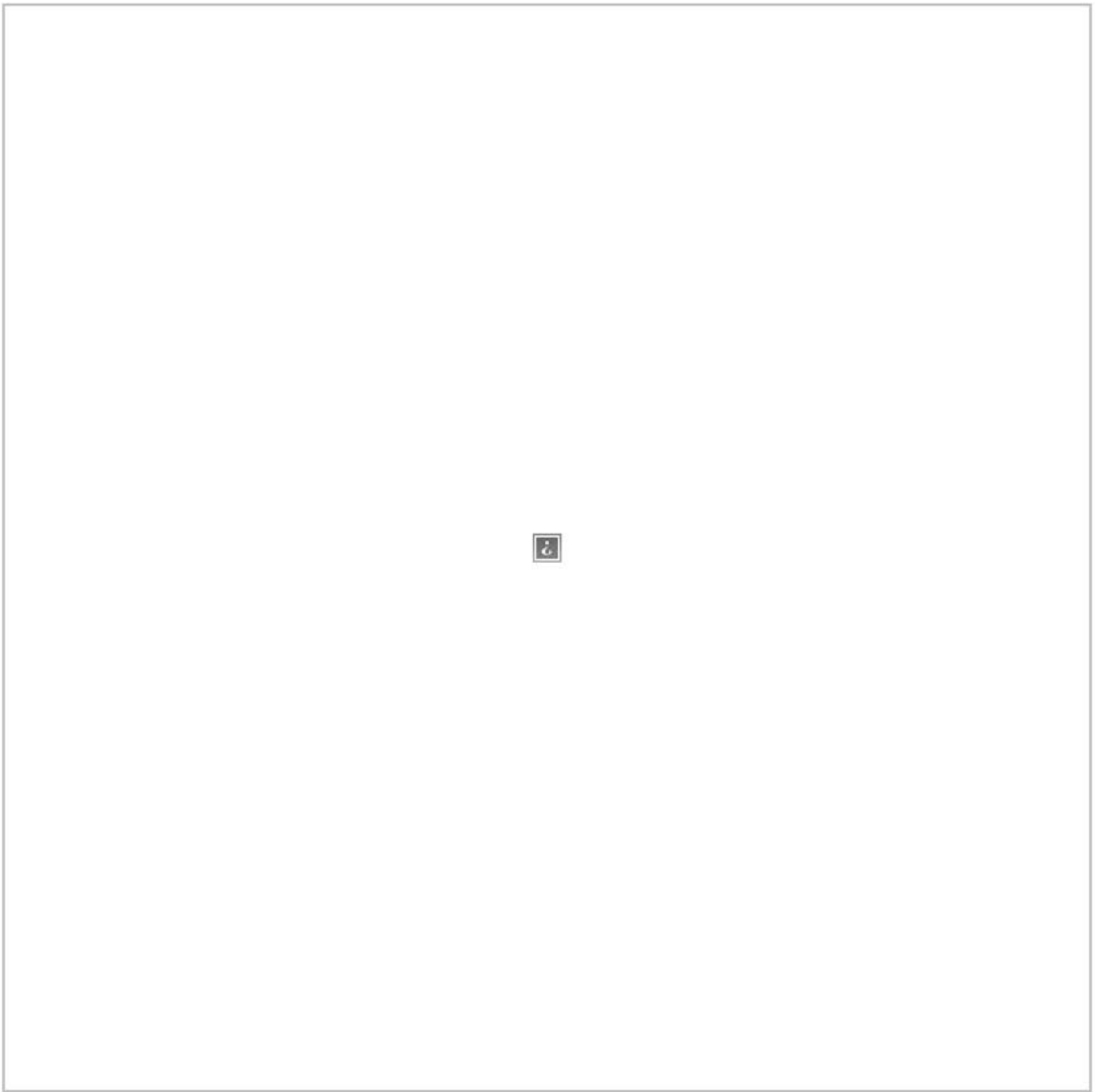
Respectfully,

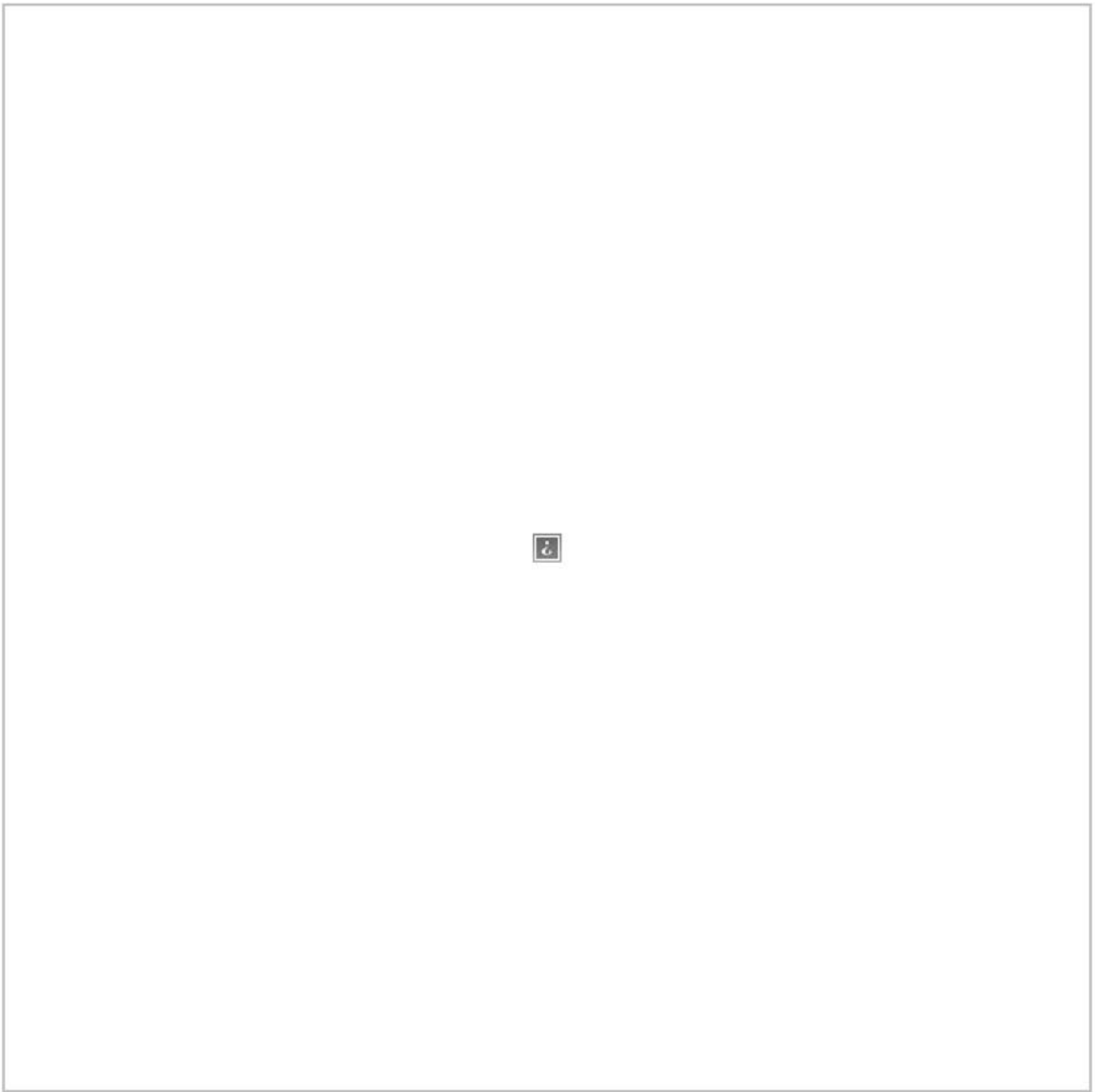
NOAH FOWLE
Field Attorney

From: (b) (6), (b) (7)(C)
To: [Fowle, Noah](#)
Subject: TSGS Inc. Settlement
Date: Monday, October 3, 2016 10:09:10 AM
Attachments: [20161001_105433.jpg](#)
[20161001_105508.jpg](#)
[20161001_105437.jpg](#)
[20161001_105505.jpg](#)
[20161001_105459.jpg](#)











Hey Noah, thought you might want to see this. (b) (6), (b) (7)(C) said as soon as they receive a notice that (b) (6), (b) (7)(C) would bring me a check. (b) (6), (b) (7)(C) wants to have whomever fax the dismissal to the TSGS Inc fax listed on charge. Once the case is dropped against them. I did ask (b) (6), (b) (7)(C) to let me have copy but (b) (6), (b) (7)(C) said no. But did like me take pictures. Talk to you soon.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is entered into this 13th day of October, 2016 between TSGS, Inc. d/b/a McDonalds located at 4204 Milan Road, Sandusky, 370 and its officers, shareholders, agents, successors, and assigns ("TSGS, Inc."), and (b) (6), (b) (7)(C) an individual residing at (b) (6), (b) (7)(C). In consideration of the mutual promises contained in this Agreement, the efficacy of which is hereby acknowledged, TSGS, Inc. and (b) (6), (b) (7)(C) (collectively the "parties") follows:

Payment. In consideration for (b) (6), (b) (7)(C) withdrawal of the pending unfair labor charge and release and waiver of claims as required in paragraphs 3 and 4 herein, TSGS, Inc. shall pay (b) (6), (b) (7)(C) (b) (4), (b) (6), (b) (7)(C) less applicable legal fees and deductions, which payment will be made as soon as reasonably possible after (b) (6), (b) (7)(C) signs this Agreement provided (b) (6), (b) (7)(C) has filed a withdrawal of (b) (6), (b) (7)(C) unfair labor charge with prejudice and taken action necessary to effectuate that withdrawal, as required in paragraph 3 herein.

Neutral Reference. In further consideration for (b) (6), (b) (7)(C) promises in paragraphs 3 and 4 herein, TSGS, Inc. will provide (b) (6), (b) (7)(C) with a neutral letter of reference indicating (b) (6), (b) (7)(C) employment, position held, and pay rate. This letter will be provided at the time the withdrawal in paragraph 1 is given to (b) (6), (b) (7)(C).

Withdrawal of Unfair Labor Practice Charge. In consideration of TSGS, Inc.'s promises in paragraphs 1 and 2 above, no later than October 5, 2016, (b) (6), (b) (7)(C) will file with the National Labor Relations Board, Region 8 office a formal withdrawal with prejudice of (b) (6), (b) (7)(C) unfair labor practice charge (NLRB Charge No. 08-CA-183352 filed on or about September 1, 2016). Further, (b) (6), (b) (7)(C) shall take all necessary action to effectuate the withdrawal of (b) (6), (b) (7)(C) pending unfair labor practice charge (NLRB Charge No. 08-CA-183352 filed on or about September 1, 2016).

Release and Waiver. In consideration of TSGS, Inc.'s promises to (b) (6), (b) (7)(C) as set forth in paragraphs 1 and 2 above, (b) (6), (b) (7)(C) individually, and on behalf of (b) (6), (b) (7)(C) agents, heirs, administrators, and assigns, hereby voluntarily and fully releases and forever discharges TSGS, Inc. and its officers, shareholders, agents, supervisors, successors and assigns ("Released Parties") from any and all claims, actions, demands, or costs (including attorneys' fees), which (b) (6), (b) (7)(C) has against Released Parties, that (b) (6), (b) (7)(C) knew or should have known relating to any matter whatsoever, including but not limited to, any matter relating to employment with, alleged protected activity, or termination from employment with TSGS, Inc. (b) (6), (b) (7)(C) also hereby declines and waives any future right of employment with TSGS, Inc. or its successors, and agrees not to seek nor accept any further benefit or consideration, including reinstatement, back pay, front pay, or attorneys' fees, or any additional money with respect to (b) (6), (b) (7)(C) employment with or separation of employment from TSGS, Inc. (b) (6), (b) (7)(C) agrees that if (b) (6), (b) (7)(C) ever breaks the release or promises contained in this paragraph, (b) (6), (b) (7)(C) shall forfeit and pay to (b) (6), (b) (7)(C) monies paid to (b) (6), (b) (7)(C) under paragraph 1 of this Agreement, and that the Released Parties shall be responsible for any attorneys' fees and costs incurred by the Released Parties in defending (b) (6), (b) (7)(C) judgment and collecting money forfeited by (b) (6), (b) (7)(C) under this paragraph or in defending (b) (6), (b) (7)(C) or action resulting from the breaking of this Release and Waiver by (b) (6), (b) (7)(C).

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

SETTLEMENT AGREEMENT AND RELEASE

[Signature] This Settlement Agreement and Release ("Agreement") is entered into this 13th day of September, 2016 between TSGS, Inc. d/b/a McDonalds located at 4204 Milan Road, Sandusky, OH 44870 and its officers, shareholders, agents, successors, and assigns ("TSGS, Inc."), (b) (6), (b) (7)(C) ("(b) (6), (b) (7)(C)") an individual residing at (b) (6), (b) (7)(C) (b) (6), (b) (7)(C). In consideration of the mutual promises contained in this Agreement, the sufficiency of which is hereby acknowledged, TSGS, Inc. and (b) (6), (b) (7)(C) (collectively the "parties") agree as follows:

1. **Payment.** In consideration for (b) (6), (b) (7)(C) withdrawal of the pending unfair labor practice charge and release and waiver of claims as required in paragraphs 3 and 4 herein, TSGS, Inc. will pay (b) (6), (b) (7)(C) (b) (4), (b) (6), (b) (7)(C), less applicable withholdings and deductions, which payment will be made as soon as reasonably possible on the date (b) (6), (b) (7)(C) signs this Agreement provided (b) (6), (b) (7)(C) has filed a withdrawal of (b) (6), (b) (7)(C) unfair labor practice charge with prejudice and taken action necessary to effectuate that withdrawal as required in paragraph 3 herein.

2. **Neutral Reference.** In further consideration for (b) (6), (b) (7)(C) promises in paragraphs 3 and 4 herein, TSGS, Inc. will provide (b) (6), (b) (7)(C) with a neutral letter of reference indicating dates of employment, position held, and pay rate. This letter will be provided at the time payment in paragraph 1 is given to (b) (6), (b) (7)(C).

3. **Withdrawal of Unfair Labor Practice Charge.** In consideration of TSGS, Inc.'s promises to (b) (6), (b) (7)(C) in paragraphs 1 and 2 above, no later than October 5, 2016, (b) (6), (b) (7)(C) will file with the National Labor Relations Board, Region 8 office a formal withdrawal with prejudice of the pending unfair labor practice charge (NLRB Charge No. 08-CA-183352 filed on or about September 1, 2016). Further, (b) (6), (b) (7)(C) shall take all necessary action to effectuate the withdrawal with prejudice of (b) (6), (b) (7)(C) pending unfair labor practice charge (NLRB Charge No. 08-CA-183352 filed on or about September 1, 2016).

4. **Release and Waiver.** In consideration of TSGS, Inc.'s promises to (b) (6), (b) (7)(C) in paragraphs 1 and 2 above, (b) (6), (b) (7)(C) individually, and on behalf of (b) (6), (b) (7)(C) agents, successors, administrators, and assigns, hereby voluntarily and fully releases and forever discharges TSGS, Inc. and its officers, shareholders, agents, supervisors, successors, and assigns ("Released Parties") from any and all claims, actions, demands, or costs (including attorneys' fees), which (b) (6), (b) (7)(C) has against Released Parties, that (b) (6), (b) (7)(C) knew or should have known, relating to any matter whatsoever, including but not limited to, any matter relating to (b) (6), (b) (7)(C) employment with, alleged protected activity, or termination from employment with TSGS, Inc. (b) (6), (b) (7)(C) also hereby declines and waives any future right of employment with TSGS, Inc. or its successors, and agrees not to seek nor accept any further benefit or consideration including reinstatement, back pay, front pay, or attorneys' fees, or any additional money or benefits from employment with or separation of employment from TSGS, Inc. (b) (6), (b) (7)(C) if (b) (6), (b) (7)(C) ever breaks the release or promises contained in this paragraph, (b) (6), (b) (7)(C) shall forfeit any monies paid to (b) (6), (b) (7)(C) under paragraph 1 of this Agreement, and that the Released Parties shall recover from (b) (6), (b) (7)(C) any attorneys' fees and costs incurred by the Released Parties in pursuing judgment and collecting money forfeited by (b) (6), (b) (7)(C) under this paragraph or in defending any claim or action resulting from the breaking of this Release and Waiver by (b) (6), (b) (7)(C).

(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is entered into this 17 day of September, 2016 between TSGS, Inc. d/b/a McDonalds located at 4204 Milan Road, Sandusky, OH 44870 and its officers, shareholders, agents, successors, and assigns ("TSGS, Inc.") and (b) (6), (b) (7)(C) an individual residing at (b) (6), (b) (7)(C). In consideration of the mutual promises contained in this Agreement, the sufficiency of which is hereby acknowledged, TSGS, Inc. and (b) (6), (b) (7)(C) (collectively the "parties") agree as follows:

1. **Payment.** In consideration for (b) (6), (b) (7)(C) withdrawal of the pending unfair labor practice charge and release and waiver of claims as required in paragraphs 3 and 4 herein, TSGS, Inc. will pay (b) (6), (b) (7)(C) (b) (4), (b) (6), (b) (7)(C), less applicable legal withholdings and deductions, which payment will be made as soon as reasonably possible after the date (b) (6), (b) (7)(C) signs this Agreement provided (b) (6), (b) (7)(C) has filed a withdrawal of (b) (6), (b) (7)(C) unfair labor practice charge with prejudice and taken action necessary to effectuate that (b) (6), (b) (7)(C) withdrawal, as required in paragraph 3 herein.

2. **Neutral Reference.** In further consideration for (b) (6), (b) (7)(C) promises in paragraphs 3 and 4 herein, TSGS, Inc. will provide (b) (6), (b) (7)(C) with a neutral letter of reference indicating (b) (6), (b) (7)(C) dates of employment, position held, and pay rate. This letter will be provided at the time the payment in paragraph 1 is given to (b) (6), (b) (7)(C).

3. **Withdrawal of Unfair Labor Practice Charge.** In consideration of TSGS, Inc.'s promises to (b) (6), (b) (7)(C) in paragraphs 1 and 2 above, no later than October 5, 2016, (b) (6), (b) (7)(C) will file with the National Labor Relations Board, Region 8 office a formal withdrawal with prejudice of (b) (6), (b) (7)(C) pending unfair labor practice charge (NLRB Charge No. 08-CA-183352 filed on or about September 1, 2016). Further, (b) (6), (b) (7)(C) shall take all necessary action to effectuate the withdrawal with prejudice of (b) (6), (b) (7)(C) pending unfair labor practice charge (NLRB Charge No. 08-CA-183352 filed on or about September 1, 2016).

4. **Release and Waiver.** In consideration of TSGS, Inc.'s promises to (b) (6), (b) (7)(C) as set forth in paragraphs 1 and 2 above, (b) (6), (b) (7)(C) individually, and on behalf of (b) (6), (b) (7)(C) agents, heirs, executors, administrators, and assigns, hereby voluntarily and fully releases and forever discharges TSGS, Inc. and its officers, shareholders, agents, supervisors, successors and assigns ("Released Parties") from any and all claims, actions, demands, or costs (including attorneys' fees), which (b) (6), (b) (7)(C) has against Released Parties, that (b) (6), (b) (7)(C) knew or should have known, relating to any matter whatsoever, including but not limited to, any matter relating to (b) (6), (b) (7)(C) employment with, alleged protected activity, or termination from employment with TSGS, Inc. (b) (6), (b) (7)(C) also hereby declines and waives any future right of employment with TSGS, Inc. or its successors, and agrees not to seek nor accept any further benefit or consideration including reinstatement, back pay, front pay, or attorneys' fees, or any additional money with respect to (b) (6), (b) (7)(C) employment with or separation of employment from TSGS, Inc. (b) (6), (b) (7)(C) that if (b) (6), (b) (7)(C) ever breaks the release or promises contained in this paragraph, (b) (6), (b) (7)(C) shall forfeit and return any monies paid to (b) (6), (b) (7)(C) under paragraph 1 of this Agreement, and that the Released Parties may recover from (b) (6), (b) (7)(C) any attorneys' fees and costs incurred by the Released Parties in securing judgment and collecting money forfeited by (b) (6), (b) (7)(C) under this paragraph or in defense of any claim or action resulting from the breaking of this Release and Waiver by (b) (6), (b) (7)(C).

5. **Representation and Warranty.** (b) (6), (b) (7)(C) represents and warrants that (b) (6), (b) (7)(C) has not filed any other claims with federal or state courts or administrative agencies and acknowledges the release and waiver provisions in paragraph 4 prohibit (b) (6), (b) (7)(C) from filing such future actions.

6. **Nonadmissions Clause.** The parties expressly understand and agree that by entering into this Agreement, TSGS, Inc. does not in any way, either directly or indirectly, by inference or otherwise, admit to any wrongdoing whatsoever, nor to any violation of, or liability under, any federal, state, or local law or regulation. It is further agreed that TSGS, Inc. specifically denies engaging in any wrongful or unlawful act, and that TSGS, Inc. is entering into this Agreement solely for the purpose of avoiding the expense related to the investigation into (b) (6), (b) (7)(C) unfair labor practice charge (NLRB Charge No. 08-CA-183352 filed on or about September 1, 2016).

7. **Confidentiality.** The parties shall keep the amount paid to (b) (6), (b) (7)(C) pursuant to paragraph 1 of this Agreement confidential and they shall not disclose said amount to any other person, except (b) (6), (b) (7)(C) may disclose this information to (b) (6), (b) (7)(C) immediate family, tax advisor, or legal counsel, all of whom shall be bound by the confidentiality provision contained herein, and as may be required by law, and TSGS, Inc. may disclose this information to its officers, successors, tax advisors, or legal counsel, all of whom shall be bound by the confidentiality provision contained herein, and to a duly authorized representative of the NLRB, and as may otherwise be required by law.

8. **Acknowledgement.** (b) (6), (b) (7)(C) agrees that the promises and consideration provided by TSGS, Inc. as set forth above are sufficient for the waiver and release and other promises by (b) (6), (b) (7)(C) contained in this Agreement. The parties further agree that there are no collateral or outside agreements, promises or undertakings on the part of TSGS, Inc. other than those expressly and specifically stated herein; that this Agreement is the entire agreement relating to the matters covered by it and that it replaces and supersedes any prior agreements between them; and that the signing of this Agreement by each of them is their own free and voluntary act after each of the parties had an opportunity and time to review the Agreement with their own respective legal counsel.

(b) (6), (b) (7)(C)

Date: 10/1/16

nd
TSGS, Inc. d/b/a McDonalds

(b) (6), (b) (7)(C)

TSGS, Inc.

Date: 10/1/16

5. **Representation and Warranty.** (b) (6), (b) (7)(C) represents and warrants that (b) (6), (b) (7)(C) has not filed any other claims with federal or state courts or administrative agencies and acknowledges the release and waiver provisions in paragraph 4 prohibit (b) (6), (b) (7)(C) from filing such future actions.

6. **Nonadmissions Clause.** The parties expressly understand and agree that by entering into this Agreement, TSGS, Inc. does not in any way, either directly or indirectly, by inference or otherwise, admit to any wrongdoing whatsoever, nor to any violation of, or liability under, any federal, state, or local law or regulation. It is further agreed that TSGS, Inc. specifically denies engaging in any wrongful or unlawful act, and that TSGS, Inc. is entering into this Agreement solely for the purpose of avoiding the expense related to the investigation into (b) (6), (b) (7)(C) unfair labor practice charge (NLRB Charge No. 08-CA-183352 filed on or about September 1, 2016).

7. **Confidentiality.** The parties shall keep the amount paid to (b) (6), (b) (7)(C) pursuant to paragraph 1 of this Agreement confidential and they shall not disclose said amount to any other person, except (b) (6), (b) (7)(C) may disclose this information to (b) (6), (b) (7)(C) immediate family, tax advisor, or legal counsel, all of whom shall be bound by the confidentiality provision contained herein, and as may be required by law; and TSGS, Inc. may disclose this information to its officers, successors, advisors, or legal counsel, all of whom shall be bound by the confidentiality provision contained herein, and to a duly authorized representative of the NLRB, and as may otherwise be required by law.

8. **Acknowledgement.** (b) (6), (b) (7)(C) agrees that the promises and consideration provided by TSGS, Inc. as set forth above are sufficient for the waiver and release and other promises contained in this Agreement. The parties further agree that there are no collateral or other agreements, promises or undertakings on the part of TSGS, Inc. other than those expressly specifically stated herein; that this Agreement is the entire agreement relating to the matter covered by it and that it replaces and supersedes any prior agreements between them; and the signing of this Agreement by each of them is their own free and voluntary act after each party had an opportunity and time to review the Agreement with their own respective counsel.

(b) (6), (b) (7)(C)

Date: 10/1/16

and

TSGS, Inc. d/b/a McDonalds

(b) (6), (b) (7)(C)

Date: 10/1/16

TSGS, Inc.

MEMORANDUM

TO: File

DATE: October 3, 2016


RE: TSGS Inc. dba McDonald's
Case 08-CA-183352

FROM: NOAH FOWLE, FIELD ATTORNEY

CONVERSATION WITH

(b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) -16

- (b) (6), (b) (7)(C) called to tell me that that (b) (5), (b) (6), (b) (7)(C)
(b) (5), (b) (6), (b) (7)(C)



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(b) (5), (b) (6), (b) (7)(C)





UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 8
1240 E 9TH ST
STE 1695
CLEVELAND, OH 44199-2086

Agency Website: www.nlrb.gov
Telephone: (216) 522-3715
Fax: (216) 522-2418

Agent's Direct Dial: (216) 303-7364
September 30, 2016

Sarah J. Moore, ESQ.
Andrew Moses, ESQ.
Fisher & Phillips LLP
9150 S Hills Blvd Ste 300
Broadview Heights, OH 44147-3599

Re: TSGS Inc. d/b/a McDonald's
Case 08-CA-183352

Dear Ms. Moore and Mr. Moses:

I am writing this letter to supplement the information provided and evidence requested by my letter dated September 23, 2016 (copy attached), regarding the above-referenced case. It remains necessary for me to take evidence from your client regarding the allegations raised in the investigation. Set forth below is additional information regarding the allegations contained in the charge, a copy of which is provided for your convenience.

Allegations: The allegations for which I am seeking your evidence are contained in the attached charge and letter. Additionally, the Charging Party alleges as follows:

The Charging Party alleges that (b) (6), (b) (7)(C) as well as other co-workers, had been subjected to physical and verbal harassment by another (b) (6), (b) (7)(C), during the months leading up to (b) (6), (b) (7)(C) discharge from employment. The Charging Party alleges that (b) (6), (b) (7)(C) concertedly complained on (b) (6), (b) (7)(C) own behalf and on behalf of and/or with others directly to supervision and management about (b) (6), (b) (7)(C) conduct on numerous occasions.

Specifically, the Charging Party alleges that during February and/or March, and again during March, 2016, the exact dates being unknown at this time, (b) (6), (b) (7)(C) concertedly complained regarding (b) (6), (b) (7)(C) conduct and harassment toward (b) (6), (b) (7)(C) and other employees directly to (b) (6), (b) (7)(C).

The Charging Party alleges that during (b) (6), (b) (7)(C) 2016, while emptying "vats," (b) (6), (b) (7)(C) complained of (b) (6), (b) (7)(C) continued harassment of (b) (6), (b) (7)(C) and co-workers directly to (b) (6), (b) (7)(C)

The Charging Party alleges that in the six-months preceding the filing of the charge, the exact dates being unknown at this time, (b) (6), (b) (7)(C) concertedly complained regarding (b) (6), (b) (7)(C) conduct and harassment toward (b) (6), (b) (7)(C) and other employees directly to (b) (6), (b) (7)(C)

The Charging Party alleges that during (b) (6), (b) (7)(C) 2016, the exact date being unknown at this time, (b) (6), (b) (7)(C) concertedly complained regarding (b) (6), (b) (7)(C) conduct and harassment toward

(b) (6), (b) (7)(C) and other employees directly to (b) (6), (b) (7)(C) in the presence of (b) (6), (b) (7)(C) and another employee.

The Charging Party also alleges that on or about (b) (6), (b) (7)(C) 2016, (b) (6) verbally informed (b) (6), (b) (7)(C) that (b) (6) intended to contact McDonald's corporate offices to concertedly complain regarding (b) (6), (b) (7)(C) conduct and harassment toward (b) (6), (b) (7)(C) and other employees.

Board Affidavits: I am again requesting to take affidavits from (b) (6), (b) (7)(C) and any other individuals you believe have information relevant to the investigation of this matter. Please be advised that the failure to present representatives who would appear to have information relevant to the investigation of this matter, for the purposes of my taking sworn statements from them, constitutes less than complete cooperation in the investigation of the charge. Please contact me as soon as possible to schedule these affidavits.

Documents: Please provide the items I originally requested by letter dated September 23, 2016, including but not limited to a position statement, evidentiary documents, legal arguments, case law and any other evidence in response to the charge and allegations.

Date for Submitting Evidence: To complete the investigation of this case expeditiously, you must provide your evidence and position in this matter **by no later than the extended date of October 11, 2016**. If you are willing to allow me to take affidavits, please contact me as soon as possible to schedule a date, time and place to take affidavits. Electronic filing of position statements and documentary evidence through the Agency website is preferred but not required. To file electronically, go to **www.nlr.gov**, select **E-File Documents**, enter the **NLRB case number**, and follow the detailed instructions. If I have not received all your evidence by the due date or spoken with you and agreed to another date, it will be necessary for me to make my recommendations based upon the information available to me at that time.

Please contact me at your earliest convenience by telephone, (216) 303-7364, or e-mail, noah.fowle@nlrb.gov, so that we can discuss how you would like to provide evidence and I can answer any questions you have with regard to the issues in this matter.

Very truly yours,

/s/ N.K.F

NOAH FOWLE
Field Attorney

Sent via electronic mail only

From: [Choe, Iva Y.](#)
To: [Fowle, Noah](#)
Cc: [Botsch, Susan](#); [Gleine, Gregory](#)
Subject: RE: 08-CA-182352 (TSGS, Inc.)
Date: Monday, October 3, 2016 1:54:56 PM

Ok. iyc

From: Fowle, Noah
Sent: Monday, October 03, 2016 1:54 PM
To: Choe, Iva Y. <Iva.Choe@nlrb.gov>
Cc: Botsch, Susan <Susan.Botsch@nlrb.gov>; Gleine, Gregory <Gregory.Gleine@nlrb.gov>
Subject: 08-CA-182352 (TSGS, Inc.)

Iva,

The Charging Party in the above referenced charge provided oral authorization to withdraw the charge.

Noah Fowle
Field Attorney, Region 8
National Labor Relations Board
1240 East 9th Street, Room 1695
Cleveland, OH 44199-2086
Phone: (216) 303-7364
Fax: (216) 522-2418
noah.fowle@nlrb.gov

From: [Moore, Sarah](#)
To: [Fowle, Noah](#)
Cc: (b) (6), (b) (7)(C) [Sharrer, Angela](#)
Subject: Charge No. 08-CA-183352 (b) (6), (b) (7)(C) TSGS) - Copy of Settlement Agreement
Date: Monday, October 3, 2016 2:04:12 PM
Attachments: (b) [FinalAgreement.pdf](#)

Mr. Fowle,

Attached is a copy of the settlement agreement and release executed by the parties on 10/1/16. As you requested, I have cc'd (b) (6), (b) (7)(C) via email to ensure (b) (6) has a copy of the document.

(b) (6), (b) (7)(C) if you want me to send a paper copy of the agreement to your home address, please email me back and I'll be sure to do so when I return to the office tomorrow.]

As we discussed, please confirm for me when the withdrawal of the charge is fully processed as my client is in the process of preparing the settlement check and would like to deliver that to (b) (6), (b) (7)(C) as soon as we receive confirmation from you that the withdrawal has been effectuated.

Thank you.

Sarah



Sarah Moore
Attorney at Law

Fisher & Phillips LLP
9150 South Hills Boulevard | Suite 300 | Cleveland, OH 44147
smoore@fisherphillips.com | O: (440) 740-2132 | C: (216) 308-3163

[vCard](#) | [Bio](#) | [Website](#) **On the Front Lines of Workplace LawSM**

This message may contain confidential and privileged information. If it has been sent to you in error, please reply to advise the sender of the error, then immediately delete this message.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is entered into this 1st day of September, 2016 between TSGS, Inc. d/b/a McDonalds located at 4204 Milan Road, Sandusky, OH 44870 and its officers, shareholders, agents, successors and assigns ("TSGS, Inc.") and

(b) (6), (b) (7)(C) ("(b) (6), (b) (7)(C)" an individual residing at (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) In consideration of the mutual promises contained in this Agreement, the sufficiency of which is hereby acknowledged, TSGS, Inc. and (b) (6), (b) (7)(C) (collectively the "parties") agree as follows:

1. **Payment.** In consideration for (b) (6), (b) (7)(C) withdrawal of the pending unfair labor practice charge and release and waiver of claims as required in paragraphs 3 and 4 herein, TSGS, Inc. will pay (b) (6), (b) (7)(C) (b) (4), (b) (6), (b) (7)(C) less applicable legal withholdings and deductions, which payment will be made as soon as reasonably possible after the date (b) (6), (b) (7)(C) signs this Agreement provided (b) (6), (b) (7)(C) has filed a withdrawal of (b) (6), (b) (7)(C) unfair labor practice charge with prejudice and taken action necessary to effectuate that withdrawal, as required in paragraph 3 herein.

2. **Neutral Reference.** In further consideration for (b) (6), (b) (7)(C) promises in paragraphs 3 and 4 herein, TSGS, Inc. will provide (b) (6), (b) (7)(C) with a neutral letter of reference indicating (b) (6), (b) (7)(C) dates of employment, position held, and pay rate. This letter will be provided at the time the payment in paragraph 1 is given to (b) (6), (b) (7)(C)

3. **Withdrawal of Unfair Labor Practice Charge.** In consideration of TSGS, Inc.'s promises to (b) (6), (b) (7)(C) in paragraphs 1 and 2 above, no later than October 5, 2016, (b) (6), (b) (7)(C) will file with the National Labor Relations Board, Region 8 office a formal withdrawal with prejudice of (b) (6), (b) (7)(C) pending unfair labor practice charge (NLRB Charge No. 08-CA-183352 filed on or about September 1, 2016). Further, (b) (6), (b) (7)(C) shall take all necessary action to effectuate the withdrawal with prejudice of (b) (6), (b) (7)(C) pending unfair labor practice charge (NLRB Charge No. 08-CA-183352 filed on or about September 1, 2016).

4. **Release and Waiver.** In consideration of TSGS, Inc.'s promises to (b) (6), (b) (7)(C) as set forth in paragraphs 1 and 2 above, (b) (6), (b) (7)(C) individually, and on behalf of (b) (6), (b) (7)(C) agents, heirs, executors, administrators, and assigns, hereby voluntarily and fully releases and forever discharges TSGS, Inc. and its officers, shareholders, agents, supervisors, successors and assigns ("Released Parties") from any and all claims, actions, demands, or costs (including attorneys' fees), which (b) (6), (b) (7)(C) has against Released Parties, that (b) (6), (b) (7)(C) knew or should have known, relating to any matter whatsoever, including but not limited to, any matter relating to (b) (6), (b) (7)(C) employment with, alleged protected activity, or termination from employment with TSGS, Inc. (b) (6), (b) (7)(C) also hereby declines and waives any future right of employment with TSGS, Inc. or its successors, and agrees not to seek nor accept any further benefit or consideration, including reinstatement, back pay, front pay, or attorneys' fees, or any additional money with respect to (b) (6), (b) (7)(C) employment with or separation of employment from TSGS, Inc. (b) (6), (b) (7)(C) agrees that if (b) (6), (b) (7)(C) ever breaks the release or promises contained in this paragraph, (b) (6), (b) (7)(C) shall forfeit and return any monies paid to (b) (6), (b) (7)(C) under paragraph 1 of this Agreement, and that the Released Parties may recover from (b) (6), (b) (7)(C) any attorneys' fees and costs incurred by the Released Parties in securing judgment and collecting money forfeited by (b) (6), (b) (7)(C) under this paragraph or in defending any claim or action resulting from the breaking of this Release and Waiver by (b) (6), (b) (7)(C)

5. **Representation and Warranty.** (b) (6), (b) (7)(C) represents and warrants that (b) (6) has not filed any other claims with federal or state courts or administrative agencies and acknowledges the release and waiver provisions in paragraph 4 prohibit (b) (6), (b) (7)(C) from filing such future actions.

6. **Nonadmissions Clause.** The parties expressly understand and agree that by entering into this Agreement, TSGS, Inc. does not in any way, either directly or indirectly, by inference or otherwise, admit to any wrongdoing whatsoever, nor to any violation of, or liability under, any federal, state, or local law or regulation. It is further agreed that TSGS, Inc. specifically denies engaging in any wrongful or unlawful act, and that TSGS, Inc. is entering into this Agreement solely for the purpose of avoiding the expense related to the investigation into (b) (6), (b) (7)(C) unfair labor practice charge (NLRB Charge No. 08-CA-183352 filed on or about September 1, 2016).

7. **Confidentiality.** The parties shall keep the amount paid to (b) (6), (b) (7)(C) pursuant to paragraph 1 of this Agreement confidential and they shall not disclose said amount to any other person, except (b) (6), (b) (7)(C) may disclose this information to (b) (6), (b) (7)(C) immediate family, tax advisor, or legal counsel, all of whom shall be bound by the confidentiality provision contained herein, and as may be required by law; and TSGS, Inc. may disclose this information to its officers, successors, tax advisors, or legal counsel, all of whom shall be bound by the confidentiality provision contained herein, and to a duly authorized representative of the NLRB, and as may otherwise be required by law.

8. **Acknowledgement.** (b) (6), (b) (7)(C) agrees that the promises and consideration provided by TSGS, Inc. as set forth above are sufficient for the waiver and release and other promises by (b) (6), (b) (7)(C) contained in this Agreement. The parties further agree that there are no collateral or outside agreements, promises or undertakings on the part of TSGS, Inc. other than those expressly and specifically stated herein; that this Agreement is the entire agreement relating to the matters covered by it and that it replaces and supersedes any prior agreements between them; and that the signing of this Agreement by each of them is their own free and voluntary act after each of the parties had an opportunity and time to review the Agreement with their own respective legal counsel.

(b) (6), (b) (7)(C)

Date: 10/1/16

and

TSGS, Inc. d/b/a McDonalds

(b) (6), (b) (7)(C)

Date: 10/1/16

TSGS, Inc.

From: [Gleine, Gregory](#)
To: [Fowle, Noah](#)
Subject: RE: FIR recommending approval of withdrawal
Date: Thursday, October 6, 2016 2:01:00 PM

Noah,

You may e-mail RA Jaffe in R. 2 to notify of the developments and seek clearance prior to processing the case to me in NxGen. Include a link to the charge and settlement agreement executed by the Charging Party. (b) (5)

(b) (5)

Gregory M. Gleine
Supervisory Attorney, Region 8
National Labor Relations Board
1240 E. 9th St., Room 1695
Cleveland, OH 44199
(216) 303-7365 direct
(216) 522-2418 fax
gregory.gleine@nrlrb.gov

From: Fowle, Noah
Sent: Thursday, October 06, 2016 1:50 PM
To: Gleine, Gregory <Gregory.Gleine@nrlrb.gov>
Subject: FIR recommending approval of withdrawal

Greg,

(b) (5)

Noah Fowle
Field Attorney, Region 8
National Labor Relations Board
1240 East 9th Street, Room 1695
Cleveland, OH 44199-2086
Phone: (216) 303-7364
Fax: (216) 522-2418
noah.fowle@nrlrb.gov

From: [Gleine, Gregory](#)
To: [Dunham, Geoffrey](#)
Cc: [Jaffe, Leah Z.](#)
Subject: RE: 08-CA-183352 (TSGS, Inc., d/b/a McDonald's)
Date: Thursday, October 13, 2016 11:55:00 AM

Yes, I can initiate a call. Which number shall I call?

Gregory M. Gleine
Supervisory Attorney, Region 8
National Labor Relations Board
1240 E. 9th St., Room 1695
Cleveland, OH 44199
(216) 303-7365 direct
(216) 522-2418 fax
gregory.gleine@nlrb.gov

From: Dunham, Geoffrey
Sent: Thursday, October 13, 2016 11:52 AM
To: Gleine, Gregory <Gregory.Gleine@nlrb.gov>
Cc: Jaffe, Leah Z. <leah.jaffe@nlrb.gov>
Subject: RE: 08-CA-183352 (TSGS, Inc., d/b/a McDonald's)

Can you speak now?

From: Gleine, Gregory
Sent: Thursday, October 13, 2016 11:46 AM
To: Jaffe, Leah Z. <leah.jaffe@nlrb.gov>; Dunham, Geoffrey <geoffrey.dunham@nlrb.gov>
Subject: 08-CA-183352 (TSGS, Inc., d/b/a McDonald's)

Leah and / or Geoff,

Would either of you have a few minutes to discuss the above-referenced case with me today? I can be available at any time this afternoon. I want to discuss (b) (5)

[REDACTED]

[REDACTED]

Please let me know if and when you could be available.

Thank you,
Greg

Gregory M. Gleine
Supervisory Attorney, Region 8
National Labor Relations Board
1240 E. 9th St., Room 1695
Cleveland, OH 44199

(216) 303-7365 direct

(216) 522-2418 fax

gregory.gleine@nrlb.gov

Case Name: TSGS Inc. dba McDonald's
Case No.: 08-CA-183352
Agent: Noah Fowle, Field Attorney

CASEHANDLING LOG

Date	Person Contacted	Method of Contact	Description of Contact or Activity
(b) (6), (b) (7)(C) -16	(b) (6), (b) (7)(C)	Email	Introduced myself as investigating board agent
(b) (6), (b) (7)(C) -16	(b) (6), (b) (7)(C)	Phone	Introduced myself as investigating board agent, discussed background details of the charge (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C) -16	(b) (6), (b) (7)(C)	Phone	Confirmed (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C) 16	(b) (6), (b) (7)(C)	In person	Conducted AFF
(b) (6), (b) (7)(C) -16, (b) (6), (b) (7)(C) -6, (b) (6), (b) (7)(C) 16	(b) (6), (b) (7)(C)	Phone	Left multiple voicemails – attempting to contact possible corroborating witness
(b) (6), (b) (7)(C) -16	(b) (6), (b) (7)(C)	Phone	Discussed difficulty reach (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C) -16	(b) (6), (b) (7)(C)	Phone	Discussed difficulty reach (b) (6), (b) (7)(C)
9-23-16	S. Moore	Email	Issued evidence request letter
9-26-16	S. Moore	Phone, email	Discussed (b) (5)
9-29-16	(b) (6), (b) (7)(C)	Phone, email	Informed that (b) (5), (b) (6), (b) (7)(C)
9-30-16	S. Moore	Email	Issued supplemental evidence request letter
10-1-16	(b) (6), (b) (7)(C)	Phone	(b) (6), (b) (7)(C) called to say (b) (5), (b) (6), (b) (7)(C)
10-3-16	S. Moore	Email	Informed me that ER and (b) (6), (b) (7)(C) reached agreement in principal on non-board

[illegible]



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 8
1240 E 9TH ST
STE 1695
CLEVELAND, OH 44199-2086

Agency Website: www.nlrb.gov
Telephone: (216)522-3715
Fax: (216)522-2418

October 17, 2016

SARAH J. MOORE, ESQ.
FISHER & PHILLIPS LLP
9150 S HILLS BLVD STE 300
BROADVIEW HEIGHTS, OH 44147-3599

ANDREW MOSES, ESQ.
FISHER & PHILLIPS LLP
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JONES DAY
250 VESEY STREET
NEW YORK, NY 10281-1023

MICHAEL FERRELL, ESQ.
JONES DAY
77 WEST WACKER DRIVE
SUITE 3500
CHICAGO, IL 60601

BRANDON DIXON, ESQ.
JONES DAY
77 W WACKER DR., STE 3500
CHICAGO, IL 60601-1643

Re: TSGS Inc. dba McDonald's
Case 08-CA-183352

Dear Sir or Madam:

The Charging Party has asked to withdraw the above charge based upon a private agreement between the parties. I have approved this request, conditioned on the performance of the undertakings in that private agreement.

The charge is subject to reinstatement for further processing if the Charging Party requests reinstatement and supports its request with evidence of non-compliance with the undertakings in the private agreement.

October 17, 2016

Very truly yours,

/s/ Allen Binstock

ALLEN BINSTOCK
Regional Director

AB/skb

cc:

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

TSGS INC. DBA MCDONALD'S
4204 MILAN RD
SANDUSKY, OH 44870-5834